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WILL AND TESTAMENT

by

Thomas Dunn

1931

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Will and testament

STL

(1931)

I, THOMAS DUNN, a widower, now residing in the City of St. Louis, Missouri, do make, publish and declare this instrument to be my last will and testament, hereby revoking all former wills and codicils by me at any time heretofore made.

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ITEM ONE: I direct the payment of all my just debts and also my funeral expenses.

ITEM TWO: I give and bequeath unto my daughter, Blanche E. Waycott, widow of Albert Waycott, and my grandson, Ralph Waycott, or unto the survivor of them, all of my wearing apparel and personal ornaments, jewelry, automobiles, silver and plate ware and household furniture, useful and ornamental, of which I may die seized and possessed, and I request my said daughter and grandson to divide the foregoing articles in a fair and just manner.

ITEM THREE: I give and bequeath the sum of Five Thousand Dollars ($5,000.00) to be paid in cash or securities, in the discretion of my Executors, hereinafter named, unto each of the following institutions, to be held by each institution as an endowment fund, and known as the "Thomas Dunn Endowment":

Masonic Home of Missouri, located at No. 5351 Delmar Boulevard, St. Louis, Missouri;

St. Peter's Episcopal Church, located at Spring Avenue and Lindell Boulevard, St. Louis, Missouri;

Memorial Home, located at No. 2609 South Grand Boulevard, St. Louis, Missouri;

Bethesda, located at No. 3649 Vista Avenue, St. Louis, Missouri; and

The Barnard Free Skin and Cancer Hospital, located at No. 3427 Washington Boulevard, St. Louis, Missouri.

ITEM FOUR: I give and bequeath the sum of Three Thousand Dollars ($3,000.00), to be paid in cash, unto each of the following persons: Lillie Dunn Craver, niece; May Dunn Reed, niece; Maude Dunn Spoede, niece;

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FIRST PAGE OF MY WILL Thomas Dunn

Minnie Snelgrove Smiley, niece,
Pearl Campbell Fry, niece;
Queen Campbell Thompson, niece;
William Manley, nephew;
Louis Manley, nephew;
Etta Manley, niece;
Charlie Fraser, nephew;
George Fraser, nephew;
Blanche Fraser Brown, niece;
Lee Hayward, nephew;
Mossie Hayward Carr, niece;
Ethel Hayward Shulte, niece;
Hazel Hayward, niece; and
Roy Hayward, nephew.

Should any of the foregoing legatees predecease me, the legacy herein bequeathed to such deceased legatee shall lapse and become a part of my residuary estate.

ITEM FIVE: I give and bequeath the sum of One Thousand Dollars ($1,000.00), to be paid in cash, unto each of the following persons:

Lizzie Dunn Shannon, niece,
Maggie Dunn Thompson, niece,
Blanche Dunn Christianson, niece,
George Dunn, nephew, and
Henry Dunn, nephew,

children of my brother, Henry Dunn.

Should any of the foregoing legatees precedease me, leaving descendants surviving, then, and in that event, the legacy of such deceased legatee shall be paid unto his or her descendants, in equal shares, per stirpes and not per capita. Should any of the foregoing legatees predecease me, leaving no descendants surviving, the legacy herein bequeathed to such deceased legatee shall lapse, and become part of my residuary estate.

ITEM SIX: I give and bequeath unto the children of my deceased niece, Etta Dunn Johnston, the sum of One Thousand Dollars ($1,000.00), in equal shares.

Should any of the children of the said Etta Dunn Johnston predecease me, the share of such deceased child shall be paid unto hie or her descendants, in equal shares, per stirpes and not per

capita. Should any of the children of the said Etta Dunn Johnston predecease me, leaving no descendants surviving, the bequest herein made to such child shall lapse and become part of my residuary estate.

ITEM SEVEN: Unto Katie Spinsby Bass, Isaac Spinsby and Henry Spinsby, daughter and sons, respectively, of my uncle, Henry Spinsby, I give and bequeath the sum of One Thousand Dollars ($1,000.00) each.

Should any of the foregoing legatees predecease me, leaving descendants surviving, then, and in that event, the legacy of such deceased legatee shall be paid unto his or her descendants, in equal shares, per stirpes and not per capita. Should any of the foregoing legatees predecease me, leaving no descendants surviving, the legacy herein bequeathed to such deceased legatee shall lapse and become part of my residuary estate.

ITEM EIGHT: I give and bequeath unto John Chadwick, Mamie Chadwick Livesay and Lottie Chadwick, children of Lizzie Spinsby Chadwick, daughter of my uncle, Henry Spinsby, in equal shares, the sum of One Thousand Dollars ($1,000.00).

It is my will, however, and I direct my Executors, hereinafter named, to pay, out of the share of the said Mamie Chadwick Livesay, in the said One Thousand Dollar ($1,000.00) legacy, unto the A. and L. Dunn Mercantile and Loan Company, St. Louis, Missouri, the sum of One Hundred Dollars ($100.00), representing an indebtedness due said company from the said Mamie Chadwick Livesay, together with interest thereon at six per cent. (6%) from the date of said indebtedness to the date of payment of said legacy. Should any of the said children of Lizzie Spinsby Chadwick predecease me, however, the bequest herein made to such deceased child shall lapse and become a part of my residuary estate.

 Thomas Dunn

ITEM NINE: All the rest, residue and remainder of my estate, of whatsoever kind, real and personal, and wherever situated at the time of my death, I give, bequeath and devise unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, my grandson, Ralph Waycott, and my niece, Etta Manley, in fee simple, absolutely and forever, but IN TRUST, nevertheless, and upon the following trusts, and for the following uses, and none other, that is to say:

SECTION A

To receive, take possession of and hold all and singular, the said property, and collect the interest, income, revenue, rents and proceeds thereof and therefrom, and after paying the taxes thereon, and all other proper and legal charges and expenses incident to the care, management and control of said property, to dispose of the net income therefrom and of the corpus thereof, as hereinafter provided.

SECTION B

(1) I do hereby give to and confer upon my said Trustees full power and authority to sell, assign and convey any of the personal property, and to lease any of the real estate given and devised unto them by this my last will and testament, and to invest and reinvest the proceeds of sale of any personal property as they shall deem best, including herein power to invest and reinvest any and all money which shall come into their hands, either from the collection of the principal or any chose in action, or interest or rents, or from any other source whatever. And the power of sale, lease, investment and reinvestment, conferred by this paragraph (1), of this section (b) of this item (nine) of my will, shall be exercised by my said Trustees at such time or times,

 Thomas Dunne

and from time to time, and as often as they shall deem the proper and prudent care and management of said trust estate requires, due regard being had at all times to the preservation and safety of the principal of said trust estate.

(2) And I do hereby give and confer upon my said Trustees power, from time to time, to use and employ the proceeds of any portion of my personal estate, and the surplus net income received from my entire estate, both real and personal, in the purchase of other real estate or other personal property or securities, and in the improvement of any real estate constituting a portion of said trust estate.

(3) And if necessary for such purposes, the said Trustees shall have the right to borrow such sums and for such time as may be necessary for the purpose of making such improvements, and to secure the payment of any loans so made by mortgages or deeds of trust upon the property to be improved. But I desire that this right to borrow money shall be exercised with great caution, so that my estate shall not become involved in debts which may imperil the safety of the whole or any part thereof. And under the power to lease the real estate belonging to said trust estate, the said Trustees shall have full power and authority to make leases for a period of time not exceeding fifteen (15) years, as to them shall seem wise and proper and for the best interests of the trust estate.

(4) And I do hereby give and grant unto the Trustees full power and authority to keep the improvements upon any of the real estate at any time constituting part of the trust estate, in good order and repair; provided however, that in every case where the amount to be expended for the improvement of any of the real estate or for the repair of any of said improvements shall equal

 Thomas Anne

or exceed the sum of Two Hundred Dollars ($200.00), the Trustees shall take competitive bids for the doing of said work, and shall award the work to the lowest responsible bidder; provided further, that if at any time during the continuance of the trust the present law in the State of Missouri regarding insurance premiums shall be changed so as to permit the companies to make rates based on the character of the property insured and the risks assumed, then I direct my Trustees to take competitive bids for all fire, tornado, casualty, plate glass and other insurance, and award the contracts therefor to the lowest responsible bidder, having due regard in each case to the responsibility of the insurance companies whose policies may be offered by the respective bidders.

(5) I am of the opinion that the real estate owned by me will increase in value during the term of the trust. It is for that reason that I request my Trustees to retain my real estate holdings until the termination of the trust, as provided in Section "L" of this item (nine) of my will. It is not my will, however, in any way, to limit the right of my Truetees to transfer all of my real estate holdings to the "Thos. Dunn Realty Company", as provided in Item Ten of this will, nor to in any way limit the right of the "Thos. Dunn Realty Company" to sell or dispose of any of the real estate which may at any time belong to said corporation; provided, that at least fifty-one per cent. (51%) of the stockholders of said company approve of any sale. An affidavit executed by the president and the secretary of the Thos. Dunn Realty Company certifying that fifty-one per cent. (51%) of the stockholders have voted in favor of any sale, shall be full and conclusive evidence of the approval of the stockholders. It is not my intention to, in any manner, limit the right of my Trustees to sell any real estate which may be purchased or acquired, from time to time, by my Trustees, under the powers given them so to do in Paragraph 2 of this section (B) of this item (nine) of my will. My Trustees shall have full power and authority to sell, convey and dispose of any real estate which they may purchase or acquire during the continuance of the trust.

 Thomas Dunn

SECTION C

I direct my Trustees, out of the net income and revenue derived from the trust estate, to pay over unto my daughter, Blanche E. Waycott, a yearly sum of Twenty Thousand Dollars ($20,000.00) in quarterly payments, as nearly as practicable, for and during the period of her natural life; the first payment to be made to her on the first day of the ninth month after my death. The provision herein made for my said daughter shall take precedence over all other payments of income hereinafter directed to be made.

SECTION D

In addition to the payments of Twenty Thousand Dollars ($20,000.00) per annum unto my said daughter, as provided in the foregoing Section "C" of this item (nine) of my will, it is my will and I direct that my daughter, Blanche E. Waycott, may call upon my Trustees for additional payments of Ten Thousand Dollars ($10,000.00) per annum, out of the net income and revenue derived from the trust estate, for and during the period of her natural life. Written requests for the additional payments of Ten Thousand Dollars ($10,000.00) per annum, signed by my said daughter and delivered to my Trustees, shall be full authority for my Trustees to make the payments of Ten Thousand Dollars ($10,000.00) per annum, when requested by my said daughter. The authority herein given to my said daughter to withdraw the said sum of Ten Thousand Dollars ($10,000.00) per annum shall take precedence over all other payments of income hereinafter directed to be made, in the event my said daughter elects to receive said payments of Ten Thousand Dollars ($10,000.00) per annum.

SECTION E

Out of the remaining net income and revenue derived by

 Thomas Downs

my Trustees from the said trust estate, they shall pay unto my grandson, Ralph Waycott, a yearly sum of Fifteen Thousand Dollars ($15,000.00), in quarterly payments, as nearly as practicable; the first payment to be made on the first day of the ninth month after my death; and the payments shall continue until the time hereinafter set for the discontinuance of said payments. The provision herein made for payments of Fifteen Thousand Dollars ($15,000.00) per annum, to my grandson, Ralph Waycott, shall be made before any payments of income are made to any of the beneficiaries hereinafter mentioned; subject, however, to the direction hereinbefore made for payments of income to my said daughter.

Should my grandson, Ralph Waycott die, the payments herein directed to be made to him shall be expended by my Trustees, in equal shares for the maintenance, education and support of his descendants, per stirpes and not per capita; but if he leaves no descendants, or if he should leave descendants and should all of said descendants die before the time hereinafter set for the discontinuance of said payments, then, upon the happening of either event, the said payments of Fifteen Thousand Dollars ($15,000.00) per annum, shall be added to the principal of the estate.

SECTION F

I direct my Trustees, during the continuance of this trust, to keep in good order and repair the mausoleum and the cemetery lot on which it is erected in Bellefontaine Cemetery, St. Louis, Missouri. And I request and direct that flowers be placed in said mausoleum at least semi-monthly, and that on the anniversary of Easter and Christmas, a wreath be placed on the door. I leave entirely to my Trustees to determine what sums shall be expended, out of the net income and revenue, for these purposes. The decision of my Trustees in these matters shall be absolute and final.

SECTION G

Out of the remainder of the net income and revenue derived from said trust estate, and after the payment of all of the legacies and annuities provided for in Sections "C", "D", "E" and

 Thomas Dunne

"F" of this item (nine) of my will, I direct my Trustees to pay over unto my niece, Etta Manley, annually, such sums as my said niece may deem necessary, for the maintenance, education and support of the crippled daughter of my nephew, Louis Manley, until the said daughter of the said Louis Manley graduates from a commercial or business college, or attains the age of twenty-three (23) years, whichever event shall happen first. Should the said daughter of my nephew, Louis Manley, die before she has completed her studies, as hereinabove provided, the payments herein provided to be made for her benefit shall cease with her death. Should my niece, Etta Manley, die, I direct my Trustees to make such payments as, in their sole discretion, may be deemed necessary for the maintenance, education and support of the said daughter of my nephew, Louis Manley, until she shall have graduated from a commercial or business college or until she attains the age of twenty-three (23) years, whichever event shall happen first.

SECTION H

If my niece, Etta Manley, in writing, so directs, my Trustees shall pay unto my sister-in-law, Lucy Blythe, the sum of Six Hundred Dollars ($600.00) per annum, for and during the period of her natural life, commencing thirty days after my death and monthly thereafter, out of the remainder of the net income and revenue derived from the truet estate after the payment of all of the legacies and annuities provided for in Sections "C", "D", "E", "F", and "G", of this item (nine) of my will. Should my niece, Etta Manley, during her life fail to so direct my Trustees to make the payments herein provided for Lucy Blythe, then, after the death of Etta Manley, my surviving Trustees shall, in their discretion, make the payments of Six Hundred Dollars ($600.00) per annum, to Lucy Blythe, provided in their sole judgment and discretion they deem it necessary so to do for her maintenance and support. Should Roy Blythe, son of Lucy Blythe, die in her lifetime, then it is my will and I direct my Trustees to pay unto the said Lucy Blythe, the sum of Nine Hundred Dollars ($900.00) per annum, out of the said net income and revenue, for and during the period of her natural life. Should the said Lucy Blythe die, the payments herein directed to be paid to her shall cease with her death and my Trustees

shall not be required to pay any portion of the annuity which may have accrued during the portion of any year that she may have been alive to her heirs, executors or administrators.

SECTION I

Out of the remainder of the net income and revenue derived from said trust estate, and after the payment of all of the legacies and annuities provided for in Sections "C", "D", "E", "F", "G" and "H" of this item (nine) of my will, I direct my Trustees to pay over the sum of Two Hundred and Fifty Dollars ($250.00) per annum, to Lucy Hirsch, niece of my deceased wife, for and during the period of her natural life, commencing on the twenty-third day of December succeeding my death and annually thereafter. Should the said Lucy Hirsch die the payments herein directed to be paid to her shall cease with her death and my Trustees shall not be required to pay any portion of the annuity which may have accrued during the portion of any year that she may have been alive to her heirs, executors, or administrators.

SECTION J

The remaining net income and revenue derived from the trust estate, after the payment of all of the legacies and annuities provided for in Sections "C", "D", "E", "F", "G", "H" and "I" of this item (nine) of my will, shall be disposed of, as follows:

(1) Forty per cent. (40%) thereof shall, on the fifteenth day of January, annually, be added to the principal or corpus of the trust estate, and invested and reinvested by my Trustees, under the powers herein given.

(2) Forty per cent. (40%) thereof shall be paid over on the fifteenth day of January, annually, commencing on the fifteenth day of January succeeding my death, unto the following beneficiaries, in the manner and subject to the conditions and discretions hereinafter set forth:

(a) My grandnieces, Blanche Dunn Giedlins and Helen Dunn Hildenger, daughters of my nephew, Harry Dunn; my niece, Lillie Dunn Craver, daughter of my brother, James Dunn,

and her children, Alberta Huston, Mary Emma Huston, Charlie Huston, Harry Huston, Arthur Huston, Russell Huston and Thomas Huston; my niece, May Dunn Reed, daughter of my brother, James Dunn, and her children, Harry Reed and Dorothy Reed; my niece, Maude Dunn Grooms, daughter of my brother, James Dunn, and her children, Leroy Grooms, Richard Grooms and Carrie Grooms; my niece, Minnie Snelgrove Smiley, daughter of my sister, Lizzie Dunn Hewitt, and her son, Hilbert Smiley; my niece, Pearl Campbell Fry, daughter of my sister, Mary Dunn Campbell, and her children, Marjory Fry, Adrienne Fry and William Fry, Jr.; my niece, Queen Campbell Thompson, daughter of my sister, Mary Dunn Campbell, and her daughters, Mary Thompson and Helen Thompson; my nephew, William Manley, son of my sister, Annie Dunn Fraser, and his children, Grant Manley, John Manley and Violet Manley; my nephew, Louis Manley, son of my sister, Annie Dunn Fraser, and his children, Louis Manley, Jr., Victoria Manley, Elsie Manley and Hazel Manley; my niece, Etta Manley, daughter of my sister, Annie Dunn Fraser; my nephew, Charlie Fraser, son of my sister, Annie Dunn Fraser, and his sons, Donald Fraser, Edward Fraser, Scott Fraser, Frank Fraser and Jack Fraser; my nephew, George Fraser, son of my sister, Annie Dunn Fraser, and his children, Jack Fraser and Margaret Fraser; my niece, Blanche Fraser Brown, daughter of my sister, Annie Dunn Fraser, and her daughter, Iola Brown; my nephew, Lee Hayward, son of my sister, Emma Dunn Hayward; my niece, Mossie Hayward Carr, daughter of my sister, Emma Dunn Hayward; my niece, Ethel Hayward Shulte, daughter of my sister, Emma Dunn Hayward, and her son, Jack Shulte; my niece, Hazel Hayward, daughter of my sister, Emma Dunn Hayward; and my nephew, Roy Hayward, son of my sister, Emma Dunn Hayward, and his son, Roy Dunn Hayward.

(b) It is further my will and I direct that, in the distribution of the net income and revenue, my nieces, Lillie Dunn Craver, May Dunn Reed, Maude Dunn Grooms, Minnie Snelgrove

 Thomas Dunn

Smiley, Pearl Campbell Fry, Queen Campbell Thompson, Etta Manley, Blanche Fraser Brown, Mossie Hayward Carr, Ethel Hayward Shulte and Hazel Hayward, my nephews, William Manley, Louis Manley, Charlie Fraser, George Fraser, Lee Hayward and Roy Hayward, shall each receive double portions over the other beneficiaries mentioned in Part "a" of this paragraph (2) of this section (J) of this item (nine) of my will. To illustrate:

Should all of the beneficiaries mentioned in Part "a" of this paragraph (2) of this section (J) of this item (nine) of my will survive me, then, and in that event the said forty per cent. (40%) of the net income and revenue shall be divided into seventy-one (71) portions; and

Two (2) portions each paid over unto my nieces, Lillie Dunn Craver, May Dunn Reed, Maude Dunn Grooms, Minnie Snelgrove Smiley, Pearl Campbell Fry, Queen Campbell Thompson, Etta Manley, Blanche Fraser Brown, Mossie Hayward Carr, Ethel Hayward Shulte and Hazel Hayward, and my nephews, William Manley, Louis Manley, Charlie Fraser, George Fraser, Lee Hayward and Roy Hayward; and

One (1) portion each unto my grandnieces and grandnephews, Blanche Dunn Giedlins, Helen Dunn Hildenger, Alberta Huston, Mary Emma Huston, Charlie Huston, Harry Huston, Arthur Huston, Russell Huston, Thomas Huston, Harry Reed, Dorothy Reed, Leroy Grooms, Richard Grooms, Carrie Grooms, Hilbert Smiley, Marjory Fry, Adrienne Fry, William Fry, Jr., Mary Thompson, Helen Thompson, Grant Manley, John Manley, Violet Manley, Louis Manley, Jr., Victoria Manley, Elsie Manley, Hazel Manley, Donald Fraser, Edward Fraser, Scott Fraser, Frank Fraser, Jack Fraser (son of Charlie Fraser), Jack Fraser (son of George Fraser), Margaret Fraser, Iola Brown, Jack Shulte and Roy Dunn Hayward; subject to the limitation contained in Part "g" of this paragraph (2) of this Section (j) of this my will.

(c) Should my nieces, Lillie Dunn Craver, May

 Thomas Dunn

Dunn Reed, Maude Dunn Grooms, Minnie Snelgrove Smiley, Pearl Campbell Fry, Queen Campbell Thompson, Etta Manley, Blanche Fraser Brown, Mossie Hayward Carr, Ethel Hayward Shulte and Hazel Hayward, or my nephews, William Manley, Louis Manley, Charlie Fraser, George Fraser, Lee Hayward and Roy Hayward, or any of them, predecease me, or die before the termination of the trust, the payments of income herein directed to be made to such deceased niece or nephew shall lapse with her or his death; it being my will that the descendants of a deceased niece or nephew shall not receive the entire share of the net income and revenue herein directed to be paid to such deceased niece or nephew, but that a deceased niece's or nephew's share of the net income and revenue shall be divided among the surviving beneficiaries and the descendants of deceased beneficiaries entitled, from time to time, to participate in said forty per cent. (40%) of the net income and revenue, in the manner and in the proportions set forth in Part "b" of this paragraph (2) of this section (j) of this item (nine) of my will.

(d) Should any of my grandnieces and grandnephews mentioned in Part "a" of this paragraph (2) of this section (j) of this item (nine) of my will, predecease me, or die before the termination of the trust, then the share of the net income and revenue of such deceased grandniece or grandnephew shall be paid unto her or his descendants, in equal shares, per stirpes and not per capita.

(e) Should any of my grandnieces and grandnephews mentioned in Part "a" of this paragraph (2) of this section (j) of this item (nine) of my will, predecease me leaving no descendants surviving, or survive me but die before the termination of the trust leaving no descendants surviving, or die leaving descendants surviving and should all of said descendants die before the termination of the trust, then upon the happening of any of said events, the share of such grandniece or grandnephew shall be paid in the manner provided in this paragraph (2) of this section (j) of this item (nine) of my will, unto

 Thomas Dunn

the survivors or survivor of my said nieces, nephews, grandnieces and grandnephews mentioned in Part "a" of this paragraph (2) of this section (j) of my will, the descendants of a deceased grandniece or grandnephew, however, to receive the parent's share per stirpes and not per capita.

(f) It is further my will and I direct that only the beneficiaries who are alive on the fifteenth day of January, annually, shall be entitled to participate in the distribution of said forty per cent. (40%) of the net income and revenue; it being my will that if any beneficiary entitled to receive any of said net income and revenue should die within any year, then my Trustees shall not be required to pay any portion of the net income and revenue which may have accrued during the portion of any year that such beneficiary may have been alive, to his heirs, executors or administrators, but that such net income and revenue shall be paid to the beneficiaries who are entitled to receive the same hereunder and who are alive on the fifteenth day of January of each year.

(g) It is further my will and I direct that the net income and revenue directed to be paid to my grandnieces and grandnephews under Paragraph 2 of this section (j) of my will shall be paid unto the father or mother of such grandniece or grandnephew, in the discretion of my Trustees, so long as the father or mother of such grandniece or grandnephew shall live, instead of making the payments direct to my said grandnieces or grandnephews. Any sums so paid to the father or mother of a grandniece or grandnephew I request shall be retained by the parent of such grandniece or grandnephew, and invested by such parent for the benefit of such grandniece or grandnephew, so that an estate may be created for the benefit of such grandniece or grandnephew which will protect the grandniece or grandnephew in his or her old age.

 Thomas Dunne

The income which the parent may receive, from time to time, on any investments which may be made out of payments received from my estate may be used by the parent as the needs and comfort of such grandniece or grandnephew may require, but I request that payments of income which the parent receives from my estate, for the benefit of a grandniece or grandnephew, shall not be expended except in cases of extreme necessity. There shall be no responsibility on my Trustees to determine whether or not any sums paid to the parent of the grandniece or grandnephew shall be retained and invested for the benefit of such grandniece or grandnephew, but the receipt of the parent for any payments made shall be a full acquittance and discharge of my said Trustees. Should both the father and the mother of any grandniece or grandnephew die, then the payments of income to which such grandniece or grandnephew may be entitled shall be paid to such grandniece or grandnephew; or, in the event a grandniece or grandnephew is a minor, my Trustees, in their discretion, may expend the net income and revenue, if they deem it advisable, for the maintenance, education and support of such grandniece or grandnephew.

(h) While I have made an absolute direction for the payment of forty per cent. (40%) of the net income and revenue unto the beneficiaries designated in this paragraph (2) of this section (j) of this item (nine) of my will, nevertheless it is my will and I do hereby expressly limit the provision in respect tc the payment of forty per cent. (40%) of the net income and revenue, in the following manner:

It is my will and I do hereby direct and declare that in case any of the beneficiaries designated to share in the net income and revenue under this paragraph (2) of this section (j) of this item (nine) of my will shall, at any time after my death, become intemperate or otherwise unworthy of assistance, or for any cause

refuse, except on account of illness or other incapacity, to follow any gainful work or occupation, then my Trustees shall, in their sole judgment and discretion, have full power and authority to discontinue the payments of income to such beneficiary during the period that such beneficiary, in the opinion of my Trustees, is not entitled to receive his or her share of the income from the trust, and the share of income of such beneficiary shall be added to and become a part of the principal of the trust. My purpose in providing payments of income to the beneficiaries designated is not with the thought that all of such income should be spent each year, but with the hope and trust that the income which the beneficiaries receive, from time to time, from the trust, will be invested by them, so that each and every one of them may create an estate which will protect them in their old age. The income which they receive from any investments which they may make out of payments received from my estate, the said beneficiary should feel free to spend, but I request that the payments of income which they receive from my estate shall not be spent by the beneficiaries, except in cases of extreme necessity.

The decision or decisions of my Trustees in respect to withholding payments from any of said beneficiaries for the causes herein enumerated shall be absolute and final, and such person or persons shall have no right whatever to maintain any action or actions against my Trustees to compel such payments, or any part thereof; it being my intention to make my Trustees the sole and exclusive judge of this matter.

It is not my desire to maintain any of said beneficiaries in intemperance or idleness, nor while any of said beneficiaries may not be a straightforward and upright citizen.

In order that my Trustees may make an investigation, I suggest that, so long as my niece, Etta Manley, is living and is

 Thomas Jones

able to do so, she make periodical visits to the various beneficiaries herein referred to, to determine whether or not they are conducting themselves in accordance with the provisions of this my will; and in the event of her death or incapacity, I authorize the survivors or survivor of my Trustees to delegate persons, from time to time, to make such investigations.

In reaching their decision or decisions, in respect to the discontinuance of any payments of income to any of said beneficiaries, I direct that the reports of such investigations and such further evidence as my Trustees may elect to use, shall be used in arriving at their decision or decisions. All expenses incident to such investigations shall be paid out of said forty per cent. (40%) of the net income and revenue set apart for the benefit of such beneficiaries.

I desire to impress upon my Trustees, however, that if they find the expense of making these investigations is excessive by reason of [illegible] communicate with the beneficiaries, they endeavor to gather information in respect to the beneficiaries through the Masonic Fraternity, particularly from the Masters of the lodges in the cities where the beneficiary may reside. I am a member of Tuscan Lodge, and I know that the Master of that lodge would at all times lend his best efforts to supply my Trustees with definite and exact information in respect to the conduct of the beneficiaries in his location.

(3) The remaining twenty per cent. (20%) of the said net income and revenue, shall be paid over commencing on the fifteenth day of the second month succeeding my death, and monthly thereafter, unto my daughter, Blanche E. Waycott, my grandson, Ralph Waycott, my niece, Etta Manley, and the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis,

 Thomas Dunn

Missouri, to be held by them, IN TRUST, for the purposes hereinafter set forth:

To hold, possess, manage and control the said trust estate and every part thereof, with full power to sell, transfer, convey and dispose of the same, upon such terms, and in such manner, and for such prices, as to my said Trustees shall seem meet and proper.

And I do give and grant unto my said Trustees full power and authority to invest and reinvest all or any part of said trust estate which may come into their hands, in such manner, and in such securities, or other property, personal or real, and upon such terms, and for such length of time, as to my Trustees shall seem meet and proper; it being intended hereby to give unto my said Trustees full and complete authority to hold, possess, manage, control, sell, convey, encumber, lease, invest and reinvest the whole and every part of said trust estate, according to their sole judgment and discretion, without any limitation upon their powers and authority so to do.

It is my observation that there is a weakening of the ties which bind families together, that there are not sufficient places in the thickly settled parts of the Community where the entire family can congregate as a group for recreation, instruction and mental and physical development, and that there is no place where a friendless boy can secure a temporary home in modest surroundings for small compensation, without any obligation. It is my desire to provide, by means of this fund and the fund to be added thereto upon the final termination of the trusts created in this my will, better opportunities for the boys, men, women and children to live wholesome lives and become better citizens. I am more solicitous for the furtherance of the end in view than certain as to the specific means by which that end is to be accomplished.

 Thomas Hunter

I have heretofore purchased and conveyed to Thomas C. Hennings and the Mercantile-Commerce Bank and Trust Company, as Trustees, by deed dated May 28, 1929, recorded in the Recorder's Office of the City of St. Louis, in Book 4975, Page 213, the old Washington University Building on the southwest corner of Locust Street and Ewing Avenue, in the City of St. Louis, Missouri, to be used as a boys' home, as fully set forth in said deed. I contemplate repairing, remodeling and improving this building and making arrangements for the operation of the boys' home prior to my death. If I shall not have done so prior to my death, then it is my will and I direct that when my Trustees, in their opinion, shall have a sufficient amount of money in their hands to make the necessary repairs, alterations and improvements to the building, and an amount sufficient to maintain the building and operate the home, they shall do so out of said twenty per cent. (20%) of the net income and revenue.

I have noted a tendency on the part of institutions to provide elaborate quarters for boys and young men, which increases maintenance cost and gives the recipients false ideas as to value. It is, therefore, my desire that the equipment shall be plain but substantial, and that if any buildings are purchased or erected in the future by my Trustees, these buildings shall be plain but substantial, that there shall always be a home for friendless boys, and that the use of the home shall be upon such terms and rules as tomy Trustees shall seem proper; the building to be known as the Thomas Dunn Boys' Hotel, Home or Memorial, whichever may seem the most appropriate to my Trustees.

It is further my wish that, after the organization of the Boys' Hotel, the income shall accumulate until there is a sufficient sum in the hands of my Trustees for the erection or

 Thos Mac Dunn

purchase of a building or buildings, and the maintenance thereof, in the thickly settled parts of St. Louis, to be used as a common meeting place for the family, and for the promotion of the physical, mental, moral and social welfare of those citizens and inhabitants of St. Louis to whom fewer opportunities are offered. I suggest that there shall be furnished to such citizens and inhabitants a room or rooms in which may be held such meetings as are approved by the Trustees, and for the education and development of such citizens and inhabitants, through lectures or otherwise, upon the nature of our political institutions and the duties of citizenship, as well as upon general educational subjects, and also for the purpose of furnishing to such citizens and inhabitants appropriate entertainment and recreation; all of said purposes to be carried on free of charge to all persons, irrespective of their religious creed or nationality, and to be known as the "Thomas Dunn Community Center". It is my desire that the buildings and equipment be of a plain but substantial character.

It is not my purpose to limit my Trustees to the maintenance and operation of one boys' hotel or home, and one community center, but I authorize my Trustees to maintain and operate as many such homes and community centers as the income from the trust will permit.

All property acquired shall be held in the names of my Trustees, and they shall have full power to select such agents, managers and employees as, in their full discretion, are necessary to carry out my wishes; it being my will that my Trustees shall not be liable or responsible in any way for any of the acts of such agents, managers and employees, provided my Trustees shall have used reasonable diligence in their selection. My Trustees shall have absolute control over the distribution of the income received under the terms of this paragraph (3) of this section (j) of this item

(nine of my will, and shall pay same over in such sums, and at such times, as to them seem meet and proper. No organization formed to carry out my wishes, nor any agent or manager, shall have the right to receive or demand such income.

Upon final termination of the trust, as provided in Section "L", of this item (nine) of my will, my Trustees, or their successors, shall pay over, deliver and convey all property, real and personal, held in their names for the Thomas Dunn Boys' Hotel and the Thomas Dunn Community Center, unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, to be held in perpetuity, upon the same trusts, terms and conditions as are set out in Paragraph 6 of Section "P" of this item (nine), and in this paragraph (3) of this Section (j) of this item (nine) of my will.

Upon the death, resignation or inability of my daughter, Blanche E. Waycott, to act as one of the Trustees for the Thomas Dunn Boys' Hotel and the Thomas Dunn Community Center, my grandson, Ralph Waycott, shall name a successor trustee to serve until the termination of the trust as provided in Section "L" of this item (nine) of my will.

Upon the death, resignation or inability of my grandson, Ralph Waycott, to act as one of the Trustees for the Thomas Dunn Boys' Hotel and the Thomas Dunn Community Center, my daughter, Blanche E. Waycott, shall name a successor trustee to serve until the termination of the trust as provided in Section "L" of this item (nine) of my will.

Upon the death, resignation or inability of my niece, Etta Manley, to act as one of the Trustees for the Thomas Dunn Boys' Hotel and the Thomas Dunn Community Center, my grandson, Ralph Waycott, shall name a successor trustee to serve until the termination of the trust as provided in Section "L" of this item

 Thomas Dunn

(nine) of my will.

Should my daughter, Blanche E. Waycott, and/or my grandson, Ralph Waycott, fail to appoint a successor or successors, then a majority of a committee, consisting of the then acting president of the said Mercantile-Commerce Bank and Trust Company, the man selected by the officers of Tuscan Lodge, A.F. and A.M. of St. Louis, and the Judge of the State Court located in the City of St. Louis and having jurisdiction of juveniles, shall name a successor trustee or trustees to serve in their place and stead until the termination of the trust as provided in Section "L" of this item (nine) of my will.

It has been my experience that institutions created for specific purposes are at times merged with other institutions of a like general character, and one or all of the merging institutions lose their identity. It is my wish that none of the institutions provided for by me in this my will shall merge with any other institution unless, in the unanimous opinion of my Trustees, or the directors of any corporation organized under the provisions of this my will, it is deemed advisable to enter into such merger, and they vote unanimously so to do, and then solely upon the condition that the merged institutions shall be known as the Thomas Dunn Boys' Hotel, Home, or Memorial, and/or the Thomas Dunn Community Center, or the Thomas Dunn Institutions, whichever designation, in the opinion of my Trustees, seems desirable; it being my wish that there shall be in perpetuity, in the City of St. Louis, such institution or institutions bearing my name.

It is my intention to form an organization, during my life, the purpose of which is to carry out the charitable, benevolent, philanthropic and educational purposes I have in mind, the organization to be formed under the benevolent and educational provisions of the Missouri statutes. In the event I do form, or cause

to be formed, such an organization or organizations, during my lifetime, the purpose of which is to carry into effect the provisions of this my will, I then direct that my Trustees shall pay either all of the twenty per cent. (20%) of the net income and revenue herein provided to be used for such purposes, to such organization or organizations as may be necessary to carry into effect my intentions, or such part thereof as may be necessary so to do, retaining and using any balance of such net income and revenue as may remain in their hands for the purposes not included in the organization which I have caused to be formed, and using such balance, from time to time, for the charitable, benevolent, philanthropic and educational purposes herein set forth.

SECTION K

If sickness or other misfortune should befall my niece, Etta Manley, during the continuance of the trust created in this my last will and testament, then it is my will and I direct my Trustees named herein to pay, out of the principal of the trust estate, in addition to the other provisions made for my said niece in this my will, such sums as, in the sole judgment and discretion of my daughter, Blanche E. Waycott, may be necessary for the relief of my niece, Etta Manley. Written requests signed by my daughter, Blanche E. Waycott, and delivered to my Trustees, requesting advances from the principal of the trust estate for the relief of my said niece, shall be full authority for my Trustees to make the payments from the principal of the trust estate requested by my said daughter.

Should my daughter, Blanche E. Waycott, predecease my niece, Etta Manley, then, from and after the death of my daughter, Blanche E. Waycott, I direct my Trustees to advance, out of the principal of the trust estate, such sum or sums as, in their sole judgment and discretion, seems necessary for the relief of my niece, Etta Manley, in the

event of sickness or other misfortune. The decision of my Trustees in respect to any advances made from the principal of the trust estate for my said niece shall be absolute and final.

My niece, Etta Manley, shall not be charged with any advances which may be made for her relief, nor shall she be required to pay interest on any advances which may be made for her.

Section L

The trust herein created shall continue during the life of my daughter, Blanche E. Waycott, and provided her death occurs subsequent to January 1, 1950, then the trust shall continue for a period of one year from the date of her death, upon which date the trust herein created shall cease and terminate.

Should my daughter, Blanche E. Waycott, die prior to the first day of January, 1950, then, and in that event, the trust shall continue until the first day of January, 1950, and on that date the trust herein created shall cease and terminate.

In the event my daughter, Blanche E. Waycott, dies before the first day of January, 1950, then, from and after the date of the death of my said daughter, or, in the event she dies subsequent to the first of January, 1950, then during the period of one (1) year after her death, the yearly payments of Twenty Thousand Dollars ($20,000.00) provided to be made to her under Section "C" of this item (nine) of my will, shall be paid over unto my grandson, Ralph Waycott, in quarterly installments, for and during the period of his natural life, or until the termination of the trust, whichever shall happen first. Should my said grandson die before the termination of the trust, then, and in that event, the said sum of Twenty Thousand Dollars ($20,000.00) per annum, shall be expended, in equal shares, for the maintenance, education and support of his descendants, per stirpes and not per capita, until the time herein set for the termination of the trust estate. Should my said grandson leave no

descendants surviving, or should all of his descendants die before the termination of the trust estate, then, upon the happening of either event, the said sum of Twenty Thousand Dollars ($20,000.00) per annum, shall be added to and become a part of the principal of the trust created in this my last will and testament.

SECTION M

From and after the date of the death of my daughter, Blanche E. Waycott, the payments of Fifteen Thousand Dollars ($15,000.00) per annum, directed to be paid unto my grandson, Ralph Waycott, under Section "K" of this item (nine) of my will shall cease and terminate.

SECTION N

Upon the termination of the trust, as provided in Section "L" of this item (nine) of my will, I direct my Trustees to pay over the sum of Two Thousand Dollars ($2,000.00) unto the Bellefontaine Cemetery Association, St. Louis, Missouri, to be held in trust by said association, and the income used for the preservation, maintenance, repair and perpetual care of my mausoleum and lot in said cemetery, and for flowers and decorations, in season, to be placed in my mausoleum on said lot. In the event I have provided for the perpetual care of my lot and mausoleum in said cemetery, this bequest shall lapse.

SECTION O

In the event my sister-in-law, Lucy Blythe is alive on the termination of the trust, then it is my will and I direct my Trustees to set apart and hold cash or securities, in the discretion of my Trustees, in an amount sufficient to produce a net income of Nine Hundred Dollars ($900.00) per annum, with all of the powers in regard to control, investment and reinvestment given unto my Trustees in Sections "A" and "B" of this item (nine) of my will; for the purpose of making the payments to the said Lucy Blythe for and during the period of her natural life, in accordance with the terms, discretions

 Thomas Waycott

and conditions set forth in Section "H" of this item (nine) of my will. Any net income and revenue not required to make said payments, shall be added to and become a part of the principal of said trust. Upon the death of the said Lucy Blythe, I direct my Trustees to pay over, deliver and convey the balance of the trust estate, together with all accumulated net income and revenue, to the persons and corporation hereinafter directed to receive the balance of the trust estate as provided in Section "P" of this item (nine) of my will.

In the event Lucy Hirsch, niece of my deceased wife, is alive on the termination of the trust, then it is my will and I direct my Trustees to set apart and hold cash or securities, in the discretion of my Trustees, in an amount sufficient to produce a net income of Two Hundred and Fifty Dollars ($250.00) per annum, with all of the powers in regard to control, investment and reinvestment given unto my Trustees in Sections "A" and "B" of this item (nine) of my will; and to continue the payments of Two Hundred and Fifty Dollars ($250.00) per annum, to the said Lucy Hirsch, for and during the period of her natural life, in accordance with the terms and conditions set forth in Section "I" of this item (nine) of my will. Upon the death of the said Lucy Hirsch, I direct my Trustees to pay over, deliver and convey the balance of the trust estate to the persons and corporation hereinafter directed to receive the balance of the trust estate as provided in Section "P" of this item (nine) of my will.

SECTION P

Upon the termination of the trust, as provided in Section "L" and after making the provions as set out in Sections "N" and "O" of this item (nine) of my will, I direct my Trustees to pay over, deliver and convey the entire balance of said trust estate, as follows:

(1) One-third (1/3) thereof unto my grandson, Ralph

Waycott, free of trust.

(2) Should my grandson, Ralph Waycott, die before the termination of the trust, then, upon its termination, I direct my surviving Trustees to pay over, deliver and convey the said one-third (1/3) of the trust estate, in equal shares, unto his descendants per stirpes and not per capita.

(3) Should my grandson, Ralph Waycott, die before the termination of the trust, leaving no descendants surviving, then, and in that event, upon the termination of the trust, I direct my surviving Trustees to pay over, deliver and convey unto Julia Waycott, widow of Ralph Waycott, if living, the sum of Two Hundred Thousand Dollars ($200,000.00), in cash or its equivalent in securities, out of the one-third (1/3) portion of the trust estate herein provided to be paid over, delivered and conveyed unto my grandson, Ralph Waycott, if living; and the balance of said one-third (1/3) shall be disposed of, as follows:

One-half (1/2) thereof unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, to be held in perpetuity, upon the same trust, terms and conditions as fully set out in paragraph six of this section (p) of this item (nine) of my will; and

The remaining one-half (1/2) thereof unto the beneficiaries mentioned in Paragraph Seven of this section (p) of this item (nine) of my will, in the manner and proportions therein set forth.

(4) Should my grandson, Ralph Waycott, die before the termination of the trust, leaving no descendants surviving, and should his widow, Julia Waycott, also be dead, and should the said Ralph Waycott have remarried prior to his death, and should there be surviving on the termination of the trust a widow of the said Ralph Waycott, then said one-third (1/3) portion of the trust estate

which I have herein directed shall be paid to my grandson, Ralph Waycctt, if living, upon the termination of the trust, shall be paid over, delivered and conveyed, as follows:

The sum of Two Hundred Thousand Dollars ($200,000.00) in cash or its equivalent in securities, unto the surviving widow of my grandson, Ralph Waycott;

One-half of the balance unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, to be held in perpetuity, upon the same trust, terms and conditions as fully set out in Paragraph six of this section (p) of this item (nine) of my will; and

The remaining one-half (1/2) of the balance unto the beneficiaries mention in Paragraph seven of this section (p) of this item (nine) of my will, in the manner and proportions therein set forth.

(5) Should my grandson, Ralph Waycott, die before the termination of the trust, leaving no descendants surviving, and should he leave no widow surviving, then, and in that event, upon the termination of the trust, I direct my surviving Trustees to pay over, deliver and convey the one-third (1/3) portion of the trust estate herein provided to be paid over, delivered and conveyed unto my grandson, Ralph Waycctt, if living, as follows:

One-half (1/2) thereof unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, to be held in perpetuity, upon the same trust, terms, and conditions as fully set out in Paragraph Six of this section (p) of this item (nine) of my will; and

The remaining one-half (1/2) thereof unto the beneficiaries mentioned in Paragraph Seven of this section (p) of this item (nine) of my will, in the manner and proportions therein set forth.

(6) One-third (1/3) thereof unto the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, IN TRUST, to be held by the said Mercantile-Commerce Bank and Trust Company, in perpetuity, with all of the powers in regard to management, control, disposition, investment and reinvestment given unto my Trustees under Sections "A" and "B" of this item (nine) of my will; provided, however, that from and after the termination of the trust, as provided in Section "L" of this item (nine) of my will, my Trustee shall have full power and authority to sell and dispose of any of the real estate forming a part of the trust created in this paragraph (six) of this section (p) of this item (nine) of my will, whenever in its sole judgment and discretion it seems advisable and for the best interest of this trust so to do.

(a) In the event I shall have formed an organization or corporation referred to in Paragraph Three of Section "J" of this item (nine) of my will, then I direct the Mercantile-Commerce Bank and Trust Company, as Trustee, to pay over the net income and revenue derived from the trust, perpetually, in monthly installments unto such organization or corporation for the charitable, benevolent, philanthropic and educational purposes set forth in this my will.

(b) In the event I shall not have formed this organization or corporation prior to my death, then it is my will that a corporation be formed under the laws of the State of Missouri, for charitable, benevolent, philanthropic and educational purposes, and not for pecuniary profit, by my grandson, Ralph Waycott, if living, my niece, Etta Manley, if living, and seven (7) others to be selected by the Board of Directors of the St. Louis Chamber of Commerce, the officers of the Moolah Temple, A.A.O.M.S. of St. Louis, the officers of Tuscan Lodge, A.F. & A.M. of St. Louis, the judge

of the State Court located in the City of St. Louis, having jurisdiction of juveniles, the officers of the Grand Lodge of Missouri, I.O.O.F., and the then acting president of the Mercantile-Commerce Bank and Trust Company, and that the income and revenue derived from said trust shall be paid over, perpetually by the Mercantile-Commerce Bank and Trust Company, as Trustee, in monthly installments, unto such corporation, for the charitable, benevolent, philanthropic and educational purposes, as set forth in Paragraph 3 of Section "J" of this item (nine) of my will, and in this paragraph (6) of this section (p) of this item (nine) of my will.

(c) If at any time within a period of twenty-one (21) years from the date of the death of my daughter, Blanche E. Waycott, it seems advisable to my grandson, Ralph Waycott, if living, my niece, Etta Manley, if living, and the Mercantile-Commerce Bank and Trust Company, and the survivors or survivor of them, to form another corporation, or corporations, to fully carry out the terms and conditions of this my will in respect to the charitable, benevolent, philanthropic and educational purposes, as set forth in Paragraph 3 of Section "J" and in this paragraph (6) of this section (p) of this item (nine) of my will, then it is my will and I direct that such corporation, or corporations, shall be formed, in the manner set forth in the foregoing paragraph of this my will, and the Mercantile-Commerce Bank and Trust Company, as Trustee, shall have full power and authority to allocate the net income and revenue derived from the trust among such corporations; provided always that the proceeds thereof shall be used for charitable, benevolent, philanthropic and educational purposes as herein provided, and the decision of the Mercantile-Commerce Bank and Trust Company, as Trustee, hereunder, in respect to the allocation of the income shall be absolute and final, and shall not be subject to attack by any person or corporation.

(d) The corporation, or corporations, referred to in the foregoing paragraphs, shall have for its, or their, object the maintenance, control and operation of boys' hotels and homes and

community centers, as set forth in Section "J", Paragraph 3, of this item (nine) of my will, and in this paragraph (6) of this section (p) of this item (nine) of my will. I again desire to impress upon the directors of the corporation, or corporations, that the building or buildings, and the equipment, must be plain and substantial, and that the service rendered should be of the same general character as that of the Salvation Army. The title to any of the real estate purchased under the provisions herein shall be taken and held in the name of the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, as Trustee. It is my wish that the by-laws of the corporation, or corporations, shall be so framed that the nine, or in the event of the prior deaths of my grandson, Ralph Waycott, and my niece, Etta Manley, the remaining incorporators shall constitute the first Board of Directors, and that my said grandson and niece and the same persons authorized to select the incorporators shall each select an additional person, who, with the members of the Board of Directors, and such members of the Board of Directors of the St. Louis Chamber of Commerce, the officers of the Moolah Temple, A.A.O.M.S. of St. Louis, the officers of Tuscan Lodge, A.F. & A.M. of St. Louis, the judge of the State Court located in the City of St. Louis, having jurisdiction of juveniles, the officers of the Grand Lodge of Missouri, I.O.C.F., who signify their desire to become members, shall constitute the membership of the association. In case of a vacancy on the Board of Directors, the remaining members shall select a person from the membership of the association to fill such vacancy. In the event the persons herein named who are given power to select either a director or a member of the association, for any reason, fail to act within three (3) months after having received notice of such vacancy, then the remaining members of the board shall fill any existing vacancy in either the board or the membership.

(e) I was moved to establish this trust for the

 Thomas Dunn

boys' homes and community centers in memory of my deceased wives, Euphemia D. Dunn and Margaret Dunn, and my deceased son, George D. Dunn. I request my Trustees, from time to time, as buildings are acquired, to place a tablet or inscription on the respective buildings, reciting that the particular home or community center was established by Thomas Dunn, in memory of his deceased wives or son, one building to be dedicated to the memory of Euphemia D. Dunn, one to the memory of Margaret Dunn, and one to the memory of George D. Dunn. If any buildings are acquired or erected after the death of my daughter, Blanche E. Waycott, and my grandson, Ralph Waycott, then I request my Trustees, or Trustee, after the buildings shall have been dedicated to the memory of my deceased wives and son, to dedicate one building to the memory of my said daughter and one to the memory of my grandson, Ralph Waycott.

(f) I desire to impress upon the Mercantile-Commerce Bank and Trust Company, as Trustee, that the principal of the trust estate herein bequeathed and devised to it, shall be kept intact and only the income therefrom used to acquire properties for the operation of boys' hotels and community centers, so that there will always be ample funds on hand to maintain and operate the respective institutions.

(7) The remaining one-third (1/3) thereof shall be paid over, delivered and conveyed, in equal shares, unto my grandnieces, Blanche Dunn Giedlins and Helen Dunn Hildenger, daughters of my deceased nephew, Harry Dunn; my niece, Lillie Dunn Craver, daughter of my brother, James Dunn, and her children, Alberta Huston, Mary Emma Huston, Charlie Huston, Harry Huston, Arthur Huston, Russell Huston and Thomas Huston; my niece, May Dunn Reed, daughter of my brother, James Dunn, and her children, Harry Reed and Dorothy Reed; my niece, Maude Dunn Grooms, daughter of my brother, James Dunn, and her children, Leroy Grooms, Richard Grooms and Carrie Grooms; my niece, Minnie Snelgrove Smiley, daughter of my sister, Lizzie

Dunn Hewitt, and her son, Hilbert Smiley; my niece, Pearl Campbell Fry, daughter of my sister, Mary Dunn Campbell, and her children, Marjory Fry, Adrienne Fry and William Fry, Jr.; my niece, Queen Campbell Thompson, daughter of my sister, Mary Dunn Campbell, and her children, Mary Thompson and Helen Thompson; my nephew, William Manley, son of my sister, Annie Dunn Fraser, and his children, Grant Manley, John Manley and Violet Manley; my nephew, Louis Manley, son of my sister, Annie Dunn Fraser, and his children, Louis Manley, Jr., Victoria Manley, Elsie Manley and Hazel Manley; my niece, Etta Manley, daughter of my sister, Annie Dunn Fraser; my nephew, Charlie Fraser, son of my sister, Annie Dunn Fraser, and his children, Donald Fraser, Edward Fraser, Scott Fraser, Frank Fraser and Jack Fraser; my nephew, George Fraser, son of my sister, Annie Dunn Fraser, and his children, Jack Fraser and Margaret Fraser; my niece, Blanche Fraser Brown, daughter of my sister, Annie Dunn Fraser, and her daughter, Iola Brown; my nephew, Lee Hayward, son of my sister, Emma Dunn Hayward; my niece, Mossie Hayward Carr, daughter of my sister, Emma Dunn Hayward; my niece, Ethel Hayward Shulte, daughter of my sister, Emma Dunn Hayward, and her son, Jack Shulte; my niece, Hazel Hayward, daughter of my sister, Emma Dunn Hayward; my nephew, Roy Hayward, son of my sister, Emma Dunn Hayward, and his son, Roy Dunn Hayward, and/or unto the survivors or survivor of them, the descendants of a deceased niece, nephew, grandniece or grandnephew, however, to receive the parent's share per stirpes and not per capita.

(8) It is my will and I do expressly exclude the children of my brother, George Dunn, and their descendants, from any participation in my estate. I so direct because, many years ago, I made provision for the children of my brother, George Dunn, and because they are otherwise sufficiently provided for.

 Thomas Dunn

SECTION Q

It is my will and I direct that, if at any time during the continuance of the trust herein created, the net income and revenue is insufficient to make the yearly payments unto my said daughter and grandson, then, and in that event, any deficit shall be paid out of the principal.

SECTION R

It is my will and intention that the provisions made in this my will for charitable, benevolent, philanthropic and educational purposes shall not lapse in case the particular institution or corporation to which it is given shall fail or cease to exist, or if the particular charitable, benevolent, philanthropic and educational purposes for which the income and/or principal are given can be no longer subserved; but in either contingency, I direct that the income and/or principal of the fund be devoted to some other similar charitable, benevolent, philanthropic and educational purpose, as nearly as may be; it being my desire that the income and principal herein directed to be devoted to charitable, benevolent, philanthropic and educational purposes shall be so devoted perpetually. To that end I authorize and direct my Trustees, or Trustee, to pay the share of the income herein directed to be devoted to charitable, benevolent, philanthropic and educational purposes, to such other institution, or institutions, they, or it, may select, whose aims and objects are, in the judgment or my Trustees, or Trustee, similar to the purposes and objects for which I have devoted a portion of my estate for charitable, benevolent, philanthropic and educational purposes.

If at any time during the continuance of the trust, a court of competent jurisdiction should decide, for any cause, that the Mercantile-Commerce Bank and Trust Company, as Trustee, can no longer retain the portion of the trust estate herein devoted to charitable, benevolent, philanthropic and educational purposes, then

 Thomas Dunn

it is my will and I authorize and direct the Mercantile-Commerce Bank and Trust Company, Trustee of the perpetual trust created in Paragraph Six of Section "P" of this item (nine) of my will, to pay over the balance of the principal of the trust estate then in its hands, unto such institutions, or institution, as it may select, in its sole judgment and discretion; the sums so paid unto such institutions, or institution, to be held perpetually as endowments and known as the "Thomas Dunn Endowments", and the income therefrom devoted perpetually to charitable, benevolent, philanthropic and educational purposes. I suggest to my Trustee that it endeavor to select institutions, or institution, whose aims and objects are similar to the charitable, benevolent, philanthropic and educational purposes for which I have herein devoted a portion of my estate.

1969339

SECTION S

All of the annuities above provided for in this my will shall be paid by my Trustees during the continuance of the trust herein created; and upon the termination of said trust, as provided in Section "L" of this item (nine) of my will, all of said annuities and payments shall cease and be determined, with the exception of the trusts for Lucy Blythe, if living, and Lucy Hirsch, if living, and with the exception of the perpetual trust herein established for charitable, benevolent, philanthropic and educational purposes; it being my intention that all of such payments shall be made only during the continuance of the trust herein created, and that none of said parties, by reason of the annuities herein provided for, shall be entitled to make any claim against my estate or against the said Trustees of my estate, after the termination of the trust as hereinabove provided in Section "L" of this item (nine) of my will.

SECTION T

It is my will and I direct that neither my said daughter, nor any child or descendant of hers, nor any of the parties named in this my will as beneficiaries or recipients of annuities, legacies and monthly payments, shall have any right or power to sell, assign, convey, mortgage, pledge, or hypothecate or otherwise dispose of any

right, title or interest which any of them may acquire under or by virtue of any of the provisions of this my will, nor shall any of them have any right to anticipate, in any form, or to any extent, the legacies or income, or any portion thereof, payable to any of them under or by virtue of any of the provisions of this my will, until their legacies or income shall, from time to time, have been actually paid over to and received by them, respectively, in conformity with the provisions of this my will. Nor shall any future husband of my said daughter, or any husband, present or future, of any of the female beneficiaries, or any wife, present or future, of any of the male beneficiaries mentioned in this my will, take or have any right, title, interest or estate, whether as tenant by the curtesy or otherwise, in any income or property given by any of the provisions of this my will to my said daughter or any of said female or male beneficiaries. Nor shall any interest, right, title or estate which my said daughter, or any of said beneficiaries mentioned in this my will, takes, or is entitled to claim, under any of the provisions of this my will, be subject, in any respect, or to any extent, to any debt or debts, heretofore or hereafter contracted by any of them, respectively.

And I do hereby expressly provide that in case any of said legatees or beneficiaries shall attempt to make any assignment or transfer of any right or interest in any of the legacies, annuities or benefits provided for them in this my will, such attempt shall terminate the right of such legatee or beneficiary to any further participation under any of the provisions of this my will, and the legacy, annuity or other benefit so attempted to be assigned, anticipated or transferred, shall thenceforth stand cancelled and annulled, and shall revert to and remain as part of my general residuary trust estate.

SECTION U

The Trustees shall have the power to determine whether any money or property coming into their hands shall be considered part of the principal of said trust estates or a part of the income therefrom, and to apportion between such principal and income any loss or expendi-

ture in connection with such trust estate which, in their opinion, should be apportioned and as to them may seem just and equitable.

SECTION V

The trusts herein created with the exception of the perpetual trust for charitable, benevolent, philanthropic and educational purposes, shall in no event continue for a period longer than the lives of my daughter, Blanche E. Waycott, my grandson, Ralph Waycott, Lucy Hirsch and Lucy Blythe, and the survivors, or survivor, of them, and twenty-one (21) years thereafter, at the end of which time distribution of the principal shall be made, in the manner, and in the proportions provided in this my will.

SECTION W

It is my will and I direct that if, upon final distribution of my estate, my Trustees are unable to locate any person or persons entitled to participate therein, within thirty (30) days from the date of the termination of the trust created in my said last will and testament, then my Trustees shall publish a notice once a week, for four consecutive weeks, in a newspaper published in the city or county in which the person or persons so entitled to participate in my estate were last known to reside; but if such places of residence be unknown to my Trustees, or if such person or persons be unknown to my Trustees, then such notice shall be published once a week for four consecutive weeks, in some newspaper published in the City of St. Louis, Missouri. The notice shall inform the person or persons so entitled to participate in my estate, or my unknown heir or heirs, that final settlement of the trust estate created in this my last will and testament is to be made, and calling upon such person or persons to notify the Trustees of his or her interest in my estate. If, at the expiration of thirty (30) days from the last publication of such notice, as herein provided, such person or persons so entitled to participate in my estate have not notified my Trustees of their interest in my estate, then such person or persons, and their heirs or assigns, shall be forever barred and precluded from any further interest in my estate.

ITEM TEN: I hereby expressly direct that no partition of any of the real estate constituting part of my estate shall be made or

decreed. To that end I hereby empower, authorize and direct the Trustees mentioned in this my said last will and testament, thirty (30) days before making final distribution of the trust estate upon its termination as provided in Section "L" of Item Nine of this my will, to form a corporation under the laws of the State of Missouri, to take over all of the real estate at that time forming a part of my estate. The corporation shall be known as the "Thos. Dunn Realty Company". The stock of said company shall be held and owned by my said Trustees.

ITEM ELEVEN: I am, at the present time, interested in the Burton Page Company, and, in the past, have made considerable advances for the purpose of assisting this company, and also the Blatz Page Company, all of the stock of the Blatz Page Company being owned by the Burton Page Company. It is my desire and I direct that my Executors shall have full power and authority, without being required to apply to the Probate Court, or any other court, for authority, to take whatever action it deems wise and prudent for the protection of my investment in either of these companies.

It is further my wish with regard to any other contract entered into by me which, in the opinion of my Executors, is absolute on its face, requiring payments to be made, or definite action on my part, that my Executors shall have the power to make such payments, or execute the contract, or perform such services as may be required by the terms of the contract, without being required to apply to the Probate Court, or any other court, for authority so to do.

ITEM TWELVE: I direct that all inheritance, estate, transfer or succession taxes assessed by the United States Government, or any State of the Union, shall be paid out of the principal of my residuary estate.

ITEM THIRTEEN: I hereby nominate and appoint my friend, C. H. McMillan, of the County of St. Louis, Missouri, and the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, the Executors of this my last will and testament;

 Thomas Dunn

and I do hereby give and grant unto them as such Executors the same powers and authority in respect to investments and reinvestments, and with respect to the sale and disposition of any and every part of my estate that I have given unto my Trustees under Item Nine of this my will. It is further my will and I direct that the said C. H. McMillan shall not be required to furnish bond as co-executor hereunder.

Should the said C. H. McMillan predecease me, or die before my estate is fully administered, or in the event of his refusal or inability to act for any reason, then the said Mercantile-Commerce Bank and Trust Company shall act as sole Executor of this my will.

Should my grandson, Ralph Waycott, die before the termination of the trust created in Item Nine of this my last will and testament, or for any cause refuse or be unable to act, then it is my will and I direct that my daughter, Blanche E. Waycott, shall act as co-trustee hereunder, in the place and stead of my grandson, Ralph Waycott.

Should my niece, Etta Manley, predecease me, or die before the termination of the trust created in Item Nine of this my last will and testament, or for any cause refuse or be unable to act, then it is my will and I direct that my friend, C. H. McMillan, shall act as co-trustee hereunder, in the place and stead of the said Etta Manley.

It is further my will and I direct that if any of the individual trustees named hereunder should die, or for any cause refuse or be unable to act, then the survivors or survivor of my Trustees shall have all of the powers and authority, in regard to control, management and disposition, investment and reinvestment of my estate, that I have given unto my Trustees under Item Nine of this my will.

Should all of the individual Trustees named hereunder die

 Thomas Dawson

or refuse or be unable to act, for any cause, then it is my will and I direct that the said Mercantile-Commerce Bank and Trust Company shall act as sole Trustee hereunder, and shall have all of the powers and authority in respect to control, management and disposition, investment and reinvestment of my estate, that I have given unto my Trustees under Item Nine of this my will.

It is further my will and I direct that the individual Trustees named hereunder shall not be required to furnish bond.

It is my will and I direct that the said Mercantile-Commerce Bank and Trust Company, as co-trustee hereunder, shall receive a commission of two and one-half per cent. (2½%) on disbursements of income, and two and one-half per cent. (2½%) on disbursements of principal, and that a commission of two and one-half per cent. (2½%) on disbursements of income and two and one-half per cent. (2½%) on disbursements of principal shall be divided, equally, between my individual Trustees, or the survivor of them.

It is my will and I direct that my Trustees shall not be entitled to receive any commission on the investment or reinvestment of assets of my estate.

I direct my Executors to make payment of the annuities and legacies provided for in this my will, in the same manner as the Trustees are required to make payment thereof, until my estate shall have been distributed, as herein provided.

ITEM FOURTEEN: I hereby give unto my Executors and to my Trustees full power and authority to retain or sell, at public or private sale, on such terms and at such prices as they shall deem it expedient, any or all of the bonds, stocks, or other securities owned by me at the time of my death. In the event and to the extent that said Executors and said Trustees shall retain any securities owned by me at the time of my decease, I direct that they shall not be or be held responsible for any depreciation that may occur in the value

thereof.

I further direct that my Executors and Trustees shall have full power and authority to retain any of the bonds, stocks or other securities owned by me at the time of my death, if it seems advisable so to do in the sole judgment of my Executors and/or Trustees, regardless of the fact that such securities may not be producing an income.

It is further my will and I direct that my Executors and Trustees shall not be held responsible or accountable for any depreciation that may occur in the value of any investments which may have been made by them, so long as they have used reasonable care and diligence in the selection thereof.

I also authorize and empower my Executors and Trustees to vote in person or by proxy upon all stocks held by them, to unite with other owners of similar property in carrying out any plan for the reorganization of any corporation or company whose securities form a portion of my estate, or of the principal of any trust created hereby, to exchange the securities of any such corporation for other securities issued by it or by any other corporation, upon such terms as said Executors or said Trustees, shall deem proper; to assent to the consolidation or merger of any corporation whose securities are held by them with any other corporation; and to pay any assessments, expenses and sums of money as they shall deem expedient for the protection of their interests as holders of stocks, bonds, or other securities of any corporation or company; and generally to exercise in respect to all securities held by them such rights and powers as are or lawfully may be exercised by persons owning similar property in their own right.

I hereby declare that at and before the execution of this

 Thomas Dunn

will, I received advice and counsel in relation thereto from some one not under salary from the said Mercantile-Commerce Bank and Trust Company.

IN WITNESS WHEREOF, I have hereunto set my hand at St. Louis, Missouri, this 20th day of August, A. D. 1929.

Thomas Dunn

The foregoing instrument, consisting of forty-two pages, all signed by the testator, was signed, published and declared by the above named testator, THOMAS DUNN, as and to be his last will and testament, in our presence, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

John L Babbitt

John P Butler

John G Houlihan

D-JWW
W-MDH
C-JWW

I, THOMAS DUNN, a widower, now residing in the City of St. Louis, Missouri, do make, publish and declare this instrument to be a first codicil to my last will and testament, dated the 20th day of August, A. D. 1929, hereby ratifying, confirming and republishing my said last will in all other respects than as herein modified and changed.

ITEM ONE: In and by my said last will and testament I have made provision for the payment of certain income unto or for the benefit of my grandnephew, Russell Huston. It is now my will and I direct, however, that before any payments are made unto or for the benefit of my grandnephew, Russell Huston, that there shall be paid, out of his share of the income, unto his brother, Thomas D. Huston, the sum of Four Hundred and Twenty-Eight Dollars ($428.00), together with interest thereon at the rate of six per cent. (6%) per annum, from October 1, 1929, to the date of payment. In the event the said Russell Huston shall have paid this amount, with interest at the rate of six per cent. (6%) per annum, to his brother, Thomas D. Huston, or any portion thereof, prior to the time any payments of income are due the said Russell Huston, under my said last will and testament, there shall be credited against the said sum of Four Hundred and Twenty-Eight Dollars ($428.00), and interest, any amounts that may have been paid thereon by the said Russell Huston. Before any credit shall be given for any payments the said Russell Huston may have made to his said brother, the said Russell Huston shall lodge with my Trustees evidence satisfactory to them of any payments he may have made to his brother, Thomas D. Huston. The sum of Four Hundred and Twenty-Eight Dollars ($428.00) was advanced by the said Thomas D. Huston for the benefit of the said Russell Huston.

 Thomas Dunn

In and by my said last will and testament I have provided that any payments of income due my grandnephews and grandnieces shall be paid to the father or mother of such grandnephews or grandnieces, if living; but in this particular case it is my will and I direct that the said sum of Four Hundred and Twenty-Eight Dollars ($428.00), or any balance that may be due at the time of my death, shall be paid direct by my Trustees to the said Thomas D. Huston, and shall not be paid to his mother.

I hereby declare that at and before the execution of this codicil I received advice and counsel in relation thereto from some one not under salary from the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand at St. Louis, Missouri, this 21 day of Oct, A. D. 1929.

Thomas Dunn

The foregoing instrument, consisting of two pages, both signed by the testator, was signed, published and declared by the above named testator, THOMAS DUNN, as and to be a first codicil to his last will and testament, in our presence, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

John R. Butler

John L. Houlehan

D:JWW
W:G
C:PG

I, THOMAS DUNN, a widower, now residing in the City of St. Louis, Missouri, do make, publish and declare this instrument to be a codicil to my last will and testament, dated the 20th day of August, A. D. 1929, hereby ratifying, confirming and republishing my said will in all other respects than as herein modified and changed.

ITEM ONE: I hereby revoke, cancel and annul that portion of Item Three of my said last will and testament, wherein I give and bequeath unto Bethesda, located at No. 3649 Vista Avenue, St. Louis, Missouri, the sum of Five Thousand Dollars ($5,000.00).

ITEM TWO: I hereby revoke, cancel and annul that portion of Item Three of my said last will and testament, wherein I give and bequeath unto The Barnard Free Skin and Cancer Hospital, located at No. 3427 Washington Boulevard, St. Louis, Missouri, the sum of Five Thousand Dollars ($5,000.00).

ITEM THREE: The Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri, and Thomas C. Hennings, as Trustees under a deed of trust executed by me on May 28, 1929, are indebted to me for various sums which I have advanced to make necessary repairs and purchase equipment for the building on the southwest corner of Ewing Avenue and Locust Street, in the City of St. Louis. It is my will and I direct that if, at the time of my death, there is any indebtedness due me from said Trustees it shall be cancelled.

I hereby declare that at and before the execution of this codicil I received advice and counsel in relation thereto from some one not under salary from the said Mercantile-Commerce Bank and Trust Company.

FIRST PAGE OF CODICIL Thomas Dunn

IN WITNESS WHEREOF, I have hereunto set my hand at St. Louis, Missouri, this 15 day of March, A. D. 1930.

Thomas Dunn

The foregoing instrument, consisting of two pages, both signed by the testator, was signed, published and declared by the above named testator, THOMAS DUNN, as and to be a codicil to his last will and testament, in our presence, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

John W. Schoelck
Cor. Central Natl Bank Bldg. St Louis Mo.

Thomas R. Emmons Jr.

Chester A. Gaumont

D:JWW
W:G
C:MA

I, THOMAS DUNN, a widower, now residing in the City of St. Louis, Missouri, do make, publish and declare this instrument to be a third codicil to my last will and testament dated the Twentieth day of August, A. D. 1929, the first codicil thereto being dated the Twenty-first day of October, 1929 and the second codicil thereto being dated the Fifteenth day of March, 1930, hereby ratifying, confirming and republishing my said will and the first and second codicils thereto in all other respects than as herein modified and changed.

ITEM ONE: I revoke, cancel and annul Item Two (2) of my said last will and testament wherein I give and bequeath unto my daughter, Blanche E. Waycott, and my grandson, Ralph Waycott, my wearing apparel and personal ornaments, jewelry, automobiles, silver and plate ware and household furniture, useful and ornamental. I now give and bequeath unto the Thomas Dunn Memorial, located at No. 325 North Ewing Avenue, in the City of St. Louis, Missouri, all of my office furniture and office equipment of every kind in the Treasurer's Office in said Memorial. I now give and bequeath all of my wearing apparel and personal ornaments, jewelry, automobiles, silver and plate ware, and household furniture, useful and ornamental, of which I may die seized and possessed, unto my daughter, Blanche E. Waycott, widow of Albert Waycott, my grandson, Ralph Waycott and my niece, Etta Manley, to be divided among them by themselves in such manner as they may decide.

ITEM TWO: I revoke, cancel and annul that portion of Item Three (3) of my said last will and testament, wherein I give and bequeath unto Masonic Home of Missouri, located at No. 5351 Delmar Boulevard, St. Louis, Missouri, the sum of Five Thousand Dollars ($5,000.00).

FIRST PAGE OF CODICIL Thomas Dunn

ITEM THREE: I revoke, cancel and annul that portion of Item Three (3) of my said last will and testament wherein I give and bequeath unto Memorial Home, located at No. 2609 South Grand Boulevard, St. Louis, Missouri, the sum of Five Thousand Dollars ($5,000.00). I now give and bequeath unto the Memorial Home, located at No. 2609 South Grand Boulevard, St. Louis, Missouri, the sum of One Thousand Dollars ($1,000.00) to be held as an endowment fund, and the income therefrom used to maintain the room in said Home which I furnished in memory of my deceased son, George D. Dunn.

ITEM FOUR: I revoke, cancel and annul Item Four (4) of my said last will and testament in its entirety. I now give and bequeath the sum of One Thousand Dollars ($1,000.00) to be paid in cash, unto each of the following persons:

Lillie Dunn Craver, niece;
May Dunn Reed, niece;
Maude Dunn Grooms, niece;
Minnie Snelgrove Smiley, niece;
Pearl Campbell Fry, niece;
Queen Campbell Thompson, niece;
William Manley, nephew;
Louis Manley, nephew;
Etta Manley, niece;
Charlie Fraser, nephew;
George Fraser, nephew;
Blanche Fraser Brown, niece;
Lee Hayward, nephew
Mossie Hayward Carr, niece;
Ethel Hayward Shulte, niece;
Hazel Hayward, niece; and
Roy Hayward, nephew.

Should any of the foregoing legatees predecease me, the legacy herein bequeathed to such deceased legatee shall lapse and become a part of my residuary estate.

ITEM FIVE: I revoke, cancel and annul Item Seven (7) of my said last will and testament in its entirety.

SECOND PAGE OF CODICIL Thomas Dunn

ITEM SIX: I revoke, cancel and annul Item Eight (8) of my said last will and testament in its entirety.

ITEM SEVEN: I revoke, cancel and annul SECTION G of Item Nine (9) of my said last will and testament in its entirety.

ITEM EIGHT: In Paragraph Two (2) of SECTION J of Item Nine (9) of my said last will and testament, I provide that forty per cent (40%) of the net income and revenue shall be paid over on the Fifteenth day of January, annually, commencing on the Fifteenth day of January succeeding my death, unto certain beneficiaries named in Part "A" of Paragraph Two (2) of SECTION J of Item Nine (9), and in Part "B" of Paragraph Two (2) of SECTION J of Item Nine (9) I provide that certain nephews and nieces mentioned therein shall each receive two (2) portions over the other beneficiaries mentioned in Part "A" of Paragraph Two (2) of SECTION J of said Item Nine (9) of my will, and that the remaining beneficiaries mentioned in Part "A" of Paragraph Two (2) of SECTION J of Item Nine (9) should receive one (1) portion of said forty per cent (40%) of the net income and revenue. It is now my will and I direct that the said forty per cent (40%) of the net income and revenue referred to in Paragraph Two (2) of SECTION J of Item Nine (9) of my said last will and testament, shall be divided into a sufficient number of equal portions so that there will be three (3) portions for each of my nieces and nephews mentioned in Part "B" of Paragraph Two (2) of SECTION J of Item Nine (9) of my said last will and testament, and one (1) portion for each of the other beneficiaries mentioned in Part "A" of Paragraph Two (2) of SECTION J of Item Nine (9) of my said last will and testament. To illustrate:

Should all of the beneficiaries mentioned in Part "A" of Paragraph Two (2) of SECTION J of Item Nine (9) of my said last

will and testament, survive me, then, and in that event, the said forty per cent (40%) of the net income and revenue shall be divided into eighty-eight (88) equal portions, and three (3) portions each paid over on the Fifteenth day of January, annually, commencing on the Fifteenth day of January succeeding my death, unto my nieces, Lillie Dunn Craver, May Dunn Reed, Maude Dunn Grooms, Minnie Snelgrove Smiley, Pearl Campbell Fry, Queen Campbell Thompson, Etta Manley, Blanche Fraser Brown, Mossie Hayward Carr, Ethel Hayward Shulte and Hazel Hayward, and my nephews, William Manley, Louis Manley, Charlie Fraser, George Fraser, Lee Hayward and Roy Hayward; and

One (1) portion each to my grandnieces and grandnephews, Blanche Dunn Giedlins, Helen Dunn Hildenger, Alberta Huston, Mary Emma Huston, Charlie Huston, Harry Huston, Arthur Huston, Russell Huston, Thomas Huston, Harry Reed, Dorothy Reed, Leroy Grooms, Richard Grooms, Carrie Grooms, Hilbert Smiley, Marjory Fry, Adrienne Fry, William Fry, Jr., Mary Thompson, Helen Thompson, Grant Manley, John Manley, Violet Manley, Louis Manley, Jr., Victoria Manley, Elsie Manley, Hazel Manley, Donald Fraser, Edward Fraser, Scott Fraser, Frank Fraser, Jack Fraser (son of Charlie Fraser), Jack Fraser (son of George Fraser), Margaret Fraser, Iola Brown, Jack Shulte and Roy Dunn Hayward; subject to the li. itation contained in Part "G" of Paragraph Two (2) of SECTION J of Item Nine (9) of my said last will and testament.

I hereby declare that at and before the execution of this codicil I received advice and counsel in relation thereto from some one not under salary from said Mercantile-Commerce Bank and Trust Company.

FOURTH PAGE OF CODICIL Thomas Dunn

IN WITNESS WHEREOF, I have hereunto set my hand at Saint Louis, Missouri, this 4th day of August, A. D. 1930.

Thomas Dunn

The foregoing instrument consisting of five pages, all signed by the testator, was signed, published and declared by the above named testator, THOMAS DUNN, as and to be a codicil to his last will and testament, in our presence, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

G C Poston

E K Jackson

John L. Butler

LAST PAGE OF CODICIL.

D:JWW
W:HR
C:FF

I, THOMAS DUNN, a widower, now residing in the City of Saint Louis, Missouri, do make, publish and declare this instrument to be a fourth codicil to my last will and testament dated the Twentieth day of August, A. D. 1929, the first codicil thereto being dated the Twenty-first day of October, A. D. 1929, the second codicil thereto being dated the Fifteenth day of March, A. D. 1930, and the third codicil thereto being dated the Fourth day of August, A. D. 1930, hereby ratifying, confirming and republishing my said will and the first, second and third codicils thereto in all other respects than as herein modified and changed.

ITEM ONE: In Paragraph One (1) of SECTION J of Item Nine of my said last will and testament I provide that forty per cent. (40%) of the remaining net income and revenue derived from the trust estate, after the payment of all of the legacies and annuities provided for in SECTIONS "C", "D", "E", "F", "G", "H", and "I" of said Item Nine of my said will, shall, on the Fifteenth day of January, annually, be added to the principal or corpus of the trust estate and invested and reinvested by my Trustees under the powers therein given. It is now my will and I direct that fifty per cent. (50%) of said remaining net income and revenue shall, on the Fifteenth day of January, annually, be added to the principal or corpus of the trust estate and invested and reinvested by my Trustees under the powers given in my said last will and testament.

FIRST PAGE OF CODICIL Thomas Dunn

ITEM TWO: In Paragraph Two (2) of SECTION J of Item Nine of my said last will and testament as modified by Item Eight under codicil to my said will dated the Fourth day of August, A. D. 1930, I provide that forty per cent. (40%) of the remaining net income and revenue derived from the trust estate, after the payment of all of the legacies and annuities provided for in SECTIONS "C", "D", "E", "F", "G", "H" and "I" of said Item Nine of my said will, shall be paid over and distributed as provided in said codicil dated the Fourth day of August, A. D. 1930. It is now my will and I direct that only thirty per cent. (30%) of said remaining net income and revenue referred to in Paragraph Two (2) of SECTION J of Item Nine of my said last will and testament shall be divided into a sufficient number of equal portions so that there will be three (3) portions for each of my nieces and nephews mentioned in Part "B" of Paragraph Two (2) of SECTION J of Item Nine of my said last will and testament, and one (1) portion for each of the other beneficiaries mentioned in Part "A" of Paragraph Two (2) of SECTION J of Item Nine of my said last will and testament.

I hereby declare that at and before the execution of this codicil, I received advice and counsel in relation thereto from some one not under salary from the Mercantile-Commerce Bank and Trust Company, a corporation of the City of Saint Louis, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand at Saint Louis, Missouri, this 6th day of August A. D. 1930.

Thomas Dreier

SECOND PAGE OF CODICIL.

THIRD PAGE OF CODICIL Thomas Dunn

The foregoing instrument, consisting of three pages, all signed by the testator, was signed, published and declared by the above named testator, THOMAS DUNN, as and to be a codicil to his last will and testament, in our presence, who, at his request, and in his presence, and in the presence of each other, have hereunto subscribed our names as attesting witnesses thereto, the day and year above written.

G W Poston

E K Jackson

John P Dudley

D:GCP
W:JH
C:HR

5-4

I, THOMAS DUNN, a widower, now residing in the City of St. Louis, Missouri, do make, publish and declare this instrument to be a fifth codicil to my last will and testament dated the 20th day of August, A. D., 1929, the first codicil thereto being dated the 21st day of October, A. D. 1929, the second codicil thereto being dated the 15th day of March A. D., 1930, the third codicil thereto being dated the 4th day of August, A. D., 1930, and the fourth codicil thereto being dated the 6th day of August, A. D., 1930, hereby ratifying, confirming and republishing my said will and the first, second, third and fourth codicils thereto in all other respects than as herein modified and changed.

ITEM ONE: It is my will and desire to assure my niece, Etta Manley, a definite and fixed income.

I now, therefore, provide and direct that in the event the net income and revenue which my niece, Etta Manley, receives under and by the terms and provisions of my last will and testament and the codicils thereto, the commissions which she receives as co-trustee on disbursements of income from the trusts created under my said last will and testament and the codicils thereto, and the income which she receives from time to time from her independent estate, do not aggregate Thirty-six Hundred Dollars ($3,600.00) per annum, then it is my will and I do hereby provide and direct my Trustees under my said last will and testament and the codicils thereto, to pay, out of the principal of the trust estate, unto my niece, Etta Manley, annually, during the continuance of the trusts created in my said last will and testament and the codicils thereto, a sum equal to the difference between Thirty-six Hundred Dollars and the aggregate amount received by her annually out of the net income and revenue from the trusts created under my

last will and testament and the codicils thereto, the commissions received by her as co-trustee on disbursements of income from the trusts created under my said last will and testament and the codicils thereto, and the income received by her from her independent estate.

Statements signed by my niece, Etta Manley, from time to time, and delivered to my Trustees, setting forth the amount of income received annually by her from her independent estate, shall be accepted by my Trustees as full and complete evidence of the income so received by her from her independent estate.

Should my niece, Etta Manley, die before the termination of the trusts created in my said last will and testament and the codicils thereto, then the provision herein made for her shall cease and terminate upon her death.

I hereby declare that at and before the execution of this codicil, I received advice and counsel in relation thereto, from some one not under salary from the Mercantile-Commerce Bank and Trust Company, a corporation of the City of St. Louis, Missouri.

IN WITNESS WHEREOF, I have hereunto set my hand this 27th day of February, A. D. 1931.

Thomas Dunn

The foregoing instrument, consisting of two pages, both signed by the testator, was signed, published and declared by the above names testator, THOMAS DUNN, as and to be a fifth codicil to his last will and testament, in our presence, who, at his request and in his presence and in the presence of each other, have hereunto subscribed our named as attesting witnesses thereto, the day and year above written.

Christine McAnally

Willis Morgan

E. R. Jackson

D-JWW
W-MDH

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